



Office of the City Engineer

April 21, 2020

Board of Public Works and Safety  
City of Lafayette  
20 N 6<sup>th</sup> Street  
Lafayette, IN 47901

Dear Board Members:

You have before you the Contract with Fisher Engineering for the Main Street & Kossuth Street Intersection Improvement Project. This Project will address pedestrian safety and efficiency between the new Loeb Stadium and the parking lot at the old Osco site at Main Street and Kossuth Street. This will be a two-phase project, and this contract is for Phase 1 services, which include:

- Identify all available parking areas for Columbian Park and prepare exhibits for publication for park patrons
- Evaluate the intersection of Main Street and Kossuth Street and identify alternatives to improve pedestrian connectivity to Columbian Park
- Evaluate the stretch of Main Street between the parking lot and the Park and recommend improvements for pedestrian connectivity
- Survey of Main Street from Wallace Avenue to Kossuth Street
- Prepare a cost estimate of preferred improvements

Design of the improvements will not be a part of Phase 1, but will be a supplement to this contract once the improvements are identified.

The contract amount for this project is \$49,585.00.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

A handwritten signature in black ink that reads "Jeromy L. Grenard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jeromy L. Grenard, PE, PTOE  
City Engineer / Public Works Director



March 25, 2020

Via email

**PROPOSAL FOR PROFESSIONAL SERVICES**

Jeromy Grenard, City Engineer  
ENGINEERING & PUBLIC WORKS  
20 N 6th Street  
Lafayette, IN 47901

Ref: Main & Kossuth Intersection Improvement  
Columbian Park, Lafayette, Indiana

Dear Jeromy:

Fisher Engineering (Fisher) is pleased to have the opportunity to provide land surveying and engineering design services for the Main & Kossuth Intersection Improvements.

**Project Definition**

The project has two major components, to provide analysis, coordination, and map preparation associated with the public parking needs and availability in the vicinity of Columbian Park, and to provide planning and design for intersection and pedestrian route improvements along Main Street from the new Kossuth St. parking lot to Loeb Stadium. We have outlined the proposed scope into Phase I, being study and recommendations, and Phase II, being design and preparation of Construction Documents, to be followed by bidding and construction; with the specific scope of these services outlined as follows:

**Scope of Services**

The following Phase I planning services are included:

**Phase I – Study and Recommendations**

**1) Identify available parking for Columbian Park patrons**

- a) Review available parking in the vicinity of Columbian park and provide an analysis of parking options. This will cover the following areas:
  - i) On-street parking (including identifying the needs of residents)
  - ii) Public parking lots (city owned parking, with notations of current and future spaces)
  - iii) Private shared lots (identify available spaces, ownership, and potential for shared use)
- b) Prepare exhibits for review and discussion with city officials and refine as needed
- c) Prepare maps other deliverables to aid in sharing this parking information with park patrons, these will be published in both a printable and web-based format

- d) If requested, we will coordinate public comment, community engagement, and stakeholder input and review. This will include feedback via social media, phone calls, and one meeting. This work is noted as Alternate Add #1 in the following fee schedule.

**2) Evaluate intersection improvements at Main and Kossuth Streets**

- a) Gather needed information, including aerial photos, GIS data, traffic counts, studies, & plans
- b) Identify up to 3 alternatives for proposed improvements for the pedestrian crossings
- c) Model traffic and pedestrian movements for the existing condition using HCS
- d) Model up to 3 identified alternatives (one will be the All-Stop w/ Diagonal Pedestrian Crossing)
- e) Evaluate interconnection with the signal at Wallace Ave. and Main Street
- f) Identify the preferred configuration
- g) Prepare an Intersection Design Study (IDS) for the selected configuration

**3) Evaluate pedestrian routes from the proposed parking lot at Kossuth to Loeb Stadium**

- a) Review relevant construction plans and planning studies, including the 5-Points Master Plan
- b) Consider routes along both sides of Main Street
- c) Evaluate routes for accessibility and conformance with ADA (PROWAG) and bike routes
- d) If requested, we will coordinate public comment, community engagement, and stakeholder input and review. This will include feedback via social media, phone calls, and one meeting. This work is noted as Alternate Add #1 in the following fee schedule.
- e) Identify a preferred route

**4) Topographic / Route Surveys**

- a) Identify areas that have existing surveys for possible exclusion from survey limits
- b) Survey along Main St. from edge of pavement to 10' outside of Right-of-way, on both sides of the street from Wallace to 24<sup>th</sup> St. and along Kossuth St. from 23<sup>rd</sup> St. to 24<sup>th</sup> St.
- c) Use Aerial photos and existing Right-of-Way information where available outside of topo limits

**5) Prepare preliminary cost estimate based on preferred intersection and pedestrian route alternates**

**6) Assume 4 coordination meetings with city staff**

The following services represent the Phase II - Design, Bidding and Construction phase of the project; this scope of services and the associated fee basis will be revisited and determined at the completion of the Phase I work.

**Phase II – Design and preparation of Construction Documents**

**7) There is no design component for the parking summary scope of work**

**8) Design intersection improvements at Main and Kossuth Streets**

- a) Signal plans will be developed from the IDS as approved with City guidance in Phase I
- b) The Intersection Design and Details will address the following:
  - i) Curb Removal and Replacement, including pavement repair
  - ii) Sidewalk Removal and Replacement
  - iii) Provide ADA (PROWAG) compliant ramp design and details
  - iv) Striping, Signage and Signal Modification



- v) Wayfinding signage for pedestrian crossing (coordinated w/ existing guidelines and stds.)
- vi) Landscaping Plan
- vii) Lighting Plan with photometrics

**9) Design pedestrian routes from the proposed parking lot at Kossuth to Loeb Stadium**

- a) Construction Plans will be developed based on the preferred route in Phase I.
- b) The Pedestrian Route Design and Construction Plans will address the following:
  - i) Curb Removal and Replacement, including pavement repair
  - ii) Sidewalk Removal and Replacement
  - iii) Provide ADA (PROWAG) compliant walk and ramp design and details
  - iv) Wayfinding signage for pedestrian route (coordinated w/ existing guidelines and stds.)
  - v) Grading Plan (addressing drainage design and ADA accessibility)
  - vi) Erosion Control Plan (addressing site construction erosion control)
  - vii) Site Layout and Landscaping Plan
  - viii) Lighting Plan with photometrics
  - ix) Construction details and site Specifications, as a part of the construction plan set

**Bidding**

**10) Calculate quantities and prepare cost estimate for construction.**

**11) Prepare bid documents, specifications, and special provisions.**

**12) Provide bidding assistance**

- a) Attend pre-bid conferences, if any
- b) Manage and distribute plans necessary for public bid
- c) Respond to bidder questions and issue addenda within the bid period
- d) Review the bids and provide bidder recommendation

**Construction**

**13) These services are anticipated during the intersection and walk improvement construction**

- a) Attend pre-construction conference
- b) Conduct site inspection visits and prepare inspection reports
- c) Provide change order recommendations to the owner, as needed
- d) Provide review and response for shop drawings and other project submittals
- e) Provide review and response on 'like-kind' types of replacements
- f) Provide review and recommendation for pay applications and documentation

**Project Schedule**

**Phase I – April through June 2020**

**Phase II – July through September 2020**

**Bidding – October 2020**

**Construction - November 2020 through April 2021**

### **Fee Compensation**

We propose to perform the base Phase I Land Surveying and Engineering Design services itemized as items 1 through 6 for a fee not to exceed \$ **47,995.00**.

As noted in the scope, the Phase 1 services to coordinate community engagement are optional and will be completed if so desired during the course of the project

Upon your request, we will complete the services itemized as items 1d for a fee not to exceed \$ **1,590.00** and the services itemized as items 3d for a fee not to exceed \$ **1,590.00**.

**Outside Service Fees:** The above fees do not include fees for services from other parties, including but not limited to: filing fees, permit fees, review fees, legal fees, recording fees, and newspaper publication fees, which have been stipulated by the various agencies. Fisher generally prefers that these costs be paid by the client directly to the outside agency; however, in the event that Fisher pays such an agency for these services, such payments will be listed as an additional cost on your invoice.

### **I. Assumptions and Conditions**

- a. Assume preliminary design submittal prior to quantity calculations and cost estimate within specifications and bid documents and final design submittal with quantity calculations, cost estimate, specifications, and bid documents.
- b. All project deliverables will be provided as electronic files in portable document format (.pdf).
- c. Project meetings and/or public hearings are assumed to be a maximum of 1.5 hours' duration, and a total of 5 meetings have been allocated for this project.
- d. This proposal, including any estimated or not-to-exceed fees and any stated project timeline, is based solely on the Scope of Services outlined herein. Deviation from this Scope of Services may result in additional billable charges. At the request of the owner, an addendum to the Proposal for Professional Services will be provided, and agreed to by both parties, to address such scope changes.
- e. Rates are subject to change. Invoices will be issued monthly for work to date. Terms: Net due 30 days from date of invoice. This Proposal is valid for 14 days from date issued.

### **II. Summary**

It is my intention to provide you with a comprehensive proposal for the surveying and engineering design for the Main & Kossuth Intersection Improvements project. If you find this proposal acceptable, please notify me and I will forward our "Agreement for Professional Services" for you to execute and formalize our contract. We look forward to working with you on this exciting project. Please call if you have any questions.

Sincerely,

FISHER ENGINEERING



Kyle K. Betz, PE, PLS  
Project Manager

### Schedule of Rates

<u>Classification</u>	<u>Rate</u>
Registered Land Surveyor	\$140.00 / hour
Professional Engineer	\$145.00 / hour
Project Surveyor	\$100.00 / hour
Project Engineer	\$100.00 / hour
Engineering Technician	\$85.00 / hour
Field Crew Chief	\$100.00 / hour
1-Man Crew	\$130.00 / hour
2-Man Crew	\$150.00 / hour
Materials	at Cost
Fees / Expenses / Subcontractor	Cost plus 10%
Mileage	IRS Standard Mileage Rate

Materials such as blueprints, field stakes, hubs, lath, and survey markers, will be charged at actual cost.

Expenses and fees, such as interim travel and subsistence, telephone, newspaper publication fees, jurisdictional agency fees (for filing, permits, reviews, recording, etc.), subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost plus 10% of the reimbursed cost for administration thereof.

The use of GPS or Robotic Survey instrument is included with a one man crew rate.

Rates published by Fisher Engineering or Chastain & Associates, LLC are subject to change.

Effective: January 1, 2020





Affiliate of Chastain & Associates LLC

## AGREEMENT FOR PROFESSIONAL SERVICES

### PROJECT DATA -

DATE OF AGREEMENT: March 26, 2020      JOB NO.: 7565  
PROJECT NAME: City of Lafayette - Main & Kossuth  
START DATE: April 1, 2020  
EST. COMPLETION DATE: June 30, 2020  
LOCATION: **Loeb Stadium / Main & Kossuth Intersection**  
CLIENT: City of Lafayette  
CLIENT CONTACT: Jeromy Grenard  
BILLING ADDRESS: 20 North 6th Street, Lafayette, 47901  
CLIENT PHONE #: 765.807.1050

### SCOPE OF SERVICES-

Refer to PROPOSAL FOR PROFESSIONAL SERVICES, dated March 25, 2020  
Phase I Land Surveying and Engineering Design services itemized as items 1 through 6  
The fee not to exceed the amount quoted below.

### FEE BASIS -

☐ Lump Sum Amount:  
☒ Estimated Cost (figured on time and materials basis): \$47,995.00

### CONDITIONS -

THE CONDITIONS UNDER WHICH THE ABOVE STATED SERVICES ARE BEING PROVIDED ARE SET OUT ON THE ATTACHED PAGE TITLED "TERMS AND CONDITIONS" AND ARE INCORPORATED HEREIN BY REFERENCE. THE ABOVE INFORMATION IS A SUMMARY OF OUR AGREEMENT FOR PERFORMANCE OF THE WORK DESCRIBED. **PLEASE INDICATE YOUR APPROVAL AND ACCEPTANCE OF THIS CONTRACT BY HAVING AN AUTHORIZED PERSON SIGN BELOW.**

### ACCEPTANCE -

THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE OWNER OR DULY AUTHORIZED AGENT OF THE OWNER, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS STATED FOR THIS PROJECT AND DIRECTS THE CONSULTANT TO PROCEED WITH THE WORK AS SHOWN ABOVE AS "SCOPE OF SERVICES" AND WILL COMPENSATE THE CONSULTANT IN ACCORDANCE WITH THE FEE BASIS.

DATE \_\_\_\_\_

OWNER \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

### FISHER ENGINEERING

DATE 3/26/2020

BY 

PRINTED Kyle K. Betz

Mailing Address:

**FISHER ENGINEERING, 625 S. Earl Avenue, Suite A, Lafayette, IN 47904**

## **CITY OF LAFAYETTE, INDIANA**

### **STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICE CONTRACTS**

1. **Billing.** On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment.** During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents.** All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance.** The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns.** Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement.** The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.



7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.